

A. G. Contract No.KR97-0444-TRN  
ADOT-ECS File No.: JPA 97-24  
Project: 101L Pima Freeway  
Section: Shea Blvd. to McDonald Dr.  
TRACS No.: H406001C/RAM 600-1-545  
Section: McDonald Drive to  
Thomas Road  
TRACS No.: H240901C/RAM 600-1-515

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 30 May, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION  
(the "State") and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and  
through its TRIBAL COUNCIL (the "SRPMIC").

**I. RECITALS**

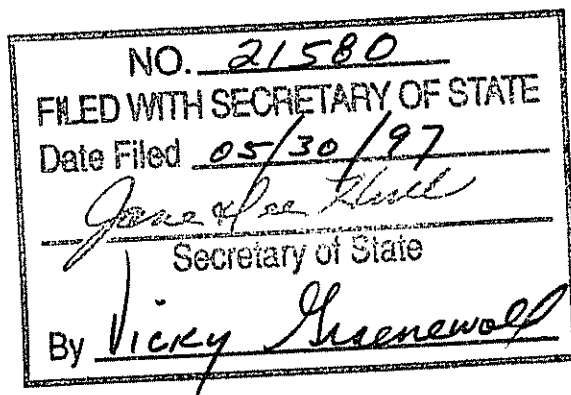
1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The SRPMIC is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the SRPMIC.

3. Incident to the State's construction of the SR-101L (Pima Freeway) between Shea Boulevard and McDonald Drive, and between McDonald Drive and Thomas Road, the SRPMIC has agreed to pay actual cost of materials for the wastewater pipe, fittings and manholes, as specified in the right of way application.

4. The estimated cost of materials for Shea Boulevard to McDonald Drive is \$387,962.00. The estimated cost of materials for McDonald Drive to Thomas Road is \$157,845.00, as shown on Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the Projects.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate SRPMIC review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. After bid opening but prior to construction contract award, invoice the SRPMIC for the estimated cost of materials, for the wastewater pipe, fittings and manholes, for both Projects, currently estimated at \$387,962.00 for Shea Boulevard to McDonald Drive and \$157,845.00 for McDonald Drive to Thomas Road.

d. Upon completion of the project, invoice or reimburse SRPMIC for the actual cost of the Project. Provide copies of the contractor's invoices from suppliers.

e. Upon completion, approve and accept the work as complete on behalf of the parties hereto.

### 2. SRPMIC will:

a. Review the design documents and provide comments.

b. After bid opening but prior to the Project construction contract award, pay the State for the estimated cost of materials, for the wastewater pipe, fittings and manholes, for both Projects, currently estimated at \$387,962.00 for Shea Boulevard to McDonald Drive and \$157,845.00 for McDonald Drive to Thomas Road.

c. Upon completion of the Project, reimburse the State, if necessary for the actual cost of the Project.

d. Upon completion and acceptance of the Project by the State, provide maintenance to the Project.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Salt River Pima-Maricopa Indian Community  
Route 1, Box 216  
Scottsdale, AZ 85256

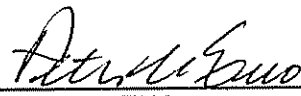
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under applicable laws to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

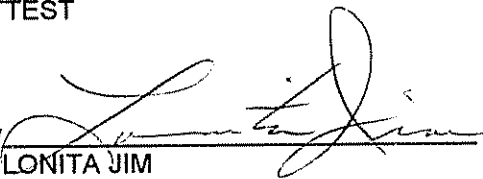
**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY**

**STATE OF ARIZONA**  
Department of Transportation

By   
IVAN MAKIL  
President

By   
PETER L. ENO  
Contract Administrator

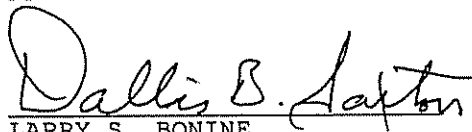
ATTEST

By   
LONITA JIM  
Secretary

RESOLUTION

BE IT RESOLVED on this 26th day of February 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Salt River Pima-Maricopa Indian Community (SRPMIC) for the purpose of defining responsibilities for the design, construction and maintenance of water and wastewater lines to be included in the State's construction of 101L (Pim Freeway), between Shea Boulevard and McDonald Drive at the expense of the SRPMIC.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

# **LOW BIDDER COST ESTIMATE - PIMA FREEWAY** **MCDONALD DRIVE TO THOMAS ROAD - (SEWER MATERIAL COSTS ONLY)**

Project TRACS: 101L MA 045 H 2409 01C  
 Location: McDonald Drive to Thomas Road  
 Route: Pima Freeway (Loop 101)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
5050068	Manhole (MAG Det. 420 & 424) (48")	Each	10	\$1,600.00	\$16,000.00
5050072	Manhole (MAG Det. 420 & 424) (60")	Each	7	1,815.00	12,705.00
8080403	Pipe (Vitrified Clay) (8")	L. Ft.	2,022	5.00	10,110.00
8080405	Pipe (Vitrified Clay) (12")	L. Ft.	1,155	10.00	11,550.00
8080407	Pipe (Vitrified Clay) (18")	L. Ft.	2,595	22.00	57,090.00
8080698	Sewer Plug (MAG Det. 427)	Each	13	200.00	2,600.00
8090081	Sewer Pipe (8") (Ductile Iron)	L. Ft.	470	17.00	7,990.00
8090122	Sewer Pipe (12") (Ductile Iron)	L. Ft.	500	25.00	12,500.00
8090181	Sewer Pipe (18") (Ductile Iron)	L. Ft.	700	39.00	27,300.00
	<b>TOTAL</b>				<b>\$157,845.00</b>

# **DETAILED COST ESTIMATE - PIMA FREEWAY** **SHEA BLVD TO MCDONALD DRIVE - (SEWER MATERIAL COSTS ONLY)**

Project TRACS: 101L MA 041 H 4060 01C  
 Location: Shea Blvd. To McDonald Drive  
 Route: Pima Freeway (Loop 101)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
5050072	Manhole (MAG Det. 420 & 424) (60")	Each	18	\$1,815.00	\$32,670.00
8080403	Pipe (Vitrified Clay) (8")	L. Ft.	275	5.00	1,375.00
8080407	Pipe (Vitrified Clay) (18")	L. Ft.	875	22.00	19,250.00
8080409	Pipe (Vitrified Clay) (24")	L. Ft.	2,212	34.00	75,208.00
5011501	Pipe, Reinforced Concrete, Class V, 30" (Lined)	L. Ft.	3,357	55.00	184,635.00
8080698	Sewer Plug (MAG Det. 427)	Each	26	200.00	5,200.00
8090181	Sewer Pipe (18") (Ductile Iron)	L. Ft.	416	39.00	16,224.00
8090301	Sewer Pipe (30") (Ductile Iron)	L. Ft.	600	89.00	53,400.00
	<b>TOTAL</b>				<b>\$387,962.00</b>

April 10, 1997

**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY**

Route 1, Box 216  
Scottsdale, Arizona 85256

**RESOLUTION NUMBER: SR-1737-97**

WHEREAS, the Arizona Department of Transportation (ADOT) has a current project to construct the Thomas Road to McDonald Drive and McDonald Drive to Shea Boulevard projects as part of the Pima Freeway; and

WHEREAS, the construction of the Freeway segments will require the installation of sanitary sewer lines as a part of the project; and

WHEREAS, the Community has previously agreed to fund the material costs for construction of the sewer lines as a part of the Pima Freeway Right-of-Way Agreement; and


WHEREAS, the Salt River Pima-Maricopa Indian Community Council has reviewed the proposed Intergovernmental Agreement between the State of Arizona and the Salt River Pima-Maricopa Indian Community and commits \$545,807 for the cost of the sewer lines that are a part of the Thomas Road to McDonald Drive and McDonald Drive to Shea Boulevard projects.

NOW THEREFORE BE IT RESOLVED by the Salt River Pima-Maricopa Indian Community Council that it authorizes the President or Vice President to execute the Intergovernmental Agreement for and in behalf of the Community, and to take all steps reasonably necessary to, and in aid of, carrying out the purpose and intent of this Resolution.

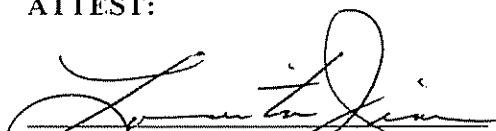
**C-E-R-T-I-F-I-C-A-T-I-O-N**

Pursuant to the authority contained in Article VII, Section 1 (h) of the Constitution of the Salt River Pima-Maricopa Indian Community, ratified by the Tribe, February 28, 1990, and approved by the Secretary of the Interior, March 19, 1990, the foregoing resolution was adopted this 7th day of May, 1997, in a duly called meeting held by the Community Council in Salt River, Arizona at which a quorum of 7 members were present by a vote of 6 for; 0 opposed; 1 abstaining; 2 excused.

**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY COUNCIL**

  
Ivan Makil, President

**ATTEST:**

  
Lonita Jim, Secretary

JPA 97-24

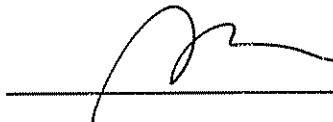
APPROVAL OF

THE SALT RIVER PIMA-MARICOPA

INDIAN COMMUNITY TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 27 day of April, 1997.

  
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Tribal Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0444TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 23, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section